

delivered the property or paid any money accordingly to either of the representatives of her intestate; but together with the defend-

contribution, unless he tenders the principal and interest due such co-surety, who had paid the principal debtor; or allege that he was ready and willing to bring the same into Court to be paid him, as a condition of Court's interference. *Craig v. Ankeney*, 4 Gill, 225. Cf. *Flickinger v. Hull*, 5 Gill, 60.

An injunction will be granted to stay a suit at law upon an award upon the ground of fraud, misconduct, partiality, or mistake of the arbitrators. *Sisk v. Garey*, 27 Md. 402. Where certain matters were submitted to arbitration, and the parties appeared before the arbitrators and each filed a statement setting forth his claims against the other, and after the hearing was closed, the arbitrators received a statement from one of the parties, containing different items of claim from any presented at the hearing, and without the knowledge of other party, a suit at law upon the award was enjoined. *Ibid.*

On a bill of interpleader, the complainant was ordered to bring the money into Court, the defendants to interplead and answer, and their proceedings at law against complainant enjoined. *Barth v. Rosenfeld*, 36 Md. 609. Injunction granted to stay proceedings for a patent before the commissioner of the land office. *Goodsell v. Lawson*, 42 Md. 348. Injunction to restrain action on a recognizance in bastardy, on the ground that the pretended recognizance was not a true record, refused. *Huyett v. Slick*, 43 Md. 284. A writ of mandamus cannot be stayed by injunction. *Weber v. Zimmerman*, 23 Md. 45.

Where a female infant gave a bond of conveyance, with security, conditioned for the conveyance of certain land after she came of age, and the vendee paid the purchase money and went into possession, but the infant, after coming of age, refused to ratify the sale, execute a deed, or repay the purchase money, but brought ejectment in the name of herself and husband, it was held, that she was not liable to be restrained by injunction. *Brauner v. Franklin*, 4 Gill, 463. In *Bowen v. Gent*, 54 Md. 555, an injunction to stay an ejectment was refused, because the bill did not show any grounds of defence to the action which could not be availed of at law. In *Worthington v. Lee*, 61 Md. 530, an ejectment was enjoined, under the special circumstances of that case.

In the case of an unexecuted contract for the sale of real estate, the vendee is entitled to have that for which he contracts before he can be compelled to pay, and if the vendor has no title at the time he agreed to convey, equity will restrain him from proceeding at law upon the vendee's bond for the purchase money. *Dorsey v. Hobbs*, 10 Md. 412. Cf. *Middlekauff v. Barwick*, 4 Gill, 291. The mere claim of paramount title by a third person, not alleged in the bill to be valid, and bringing suit upon that claim against the purchaser, are not sufficient to authorize equity to restrain the vendor, who has warranted the title, from proceeding to collect the unpaid purchase money. *Gayle v. Fattle*, 14 Md. 69.

Where proceedings at law have been restrained upon the ground of credits not allowed, and the defendant admits the credits in his answer and consents to allow them, the injunction should be dissolved as to the balance due. *Welch v. Parran*, 2 Gill, 320. Cf. *Reynolds v. Howard*, 3 Md. Ch. 331.

No injunction can be granted to stay proceeding at law between the same parties without bond and surety by the plaintiff in equity to the plaintiff at law, to prosecute the suit in equity with effect. *Walsh v. Smyth*, 3 Bland, 1; *Cape Sable Co's Case*, *Ibid.*, 606; *Reynolds v. Howard*, 3 Md. Ch. 331. Cf.